

ACCESS EASEMENT AND MAINTENANCE AGREEMENT FOR GUNTZELMAN PORCELAIN PINES SUBDIVISION

This Access Easement And Maintenance Agreement For Guntzelman Porcelain Pines Subdivision, dated for reference this _____ day of _____, _____, (Agreement) is made between Kristian & Christa Guntzelman as owner of parcel 8322200018 ("Grantor"), and _____, owner of Lot _____ in Guntzelman Porcelain Pines Subdivision.

RECITALS:

- A. ("Grantor") is the owner of the real property situated in the County of El Paso, State of Colorado (Assessor Parcel #8322200018).
- B. Grantor is subdividing the property into three lots (Lot 1, Lot 2, and Lot 3 respectively) as shown on the Final Plat of Guntzelman Porcelain Pines Subdivision in the real estate records of El Paso County, Colorado.
- C. In connection with the Final Plat, Grantor is creating a Public Utility, Public Drainage and Private Access Easement across all lots for ingress, egress, and utilities for the benefit of all Lot Owners, as shown on the Final Plat.
- D. Grantor wishes to set forth the terms governing the Public Utility, Public Drainage, and Private Access Easement.
- E. This Agreement shall become fully in force upon recording of the Final Plat of Guntzelman Porcelain Pines Subdivision.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (A) Grantor grants and accepts the agreements, covenants, declaration and restrictions set forth herein; and (B) the owner of Lot _____ accepts this grant and relinquishes any other grant or claim of right to use the Easement; and (C) each grantee of any Lot, by acceptance of the deed to such Lot, accepts the benefits and burdens of this Agreement.

1. Grant of Easement. Effective upon the recording in the real estate records of El Paso County, Colorado of the Final Plat of subdivision of Parcel 8322200018 showing the Easement across all Lots, Grantor grants the non-exclusive easement ("Easement") as shown on the Final Plat and as set forth herein.

2. Benefit/Appurtenant. The Easement shall be appurtenant to Lots 1, 2, and 3 and “run with the land.” The Easement shall be for the benefit of all lots within Guntzelman Porcelain Pines Subdivision (collectively the “Benefited Land”).
3. Purpose of the Easement. The Easement shall be for ingress, egress, access, utilities and drainage.
4. Use of the Easement. No Owner, as defined in paragraph 6 below, shall construct nor permit fences or place any other obstructions on the Easement in a manner which would prevent, or reasonably impede, vehicle or personnel travel, utility access or drainage across the Easement. Otherwise, the owner of each lot shall have full use and occupancy of its land, subject to the Easement.
5. Standard for Maintenance of the Easement as a Driveway. As a minimum standard, the owners of the Benefited Land shall provide maintenance sufficient to provide reasonable access for emergency vehicles. At their own expense, the Owners, as defined in paragraph 6 below, may each make such improvements to the Easement for driveway purposes as shall in their judgment reasonably be required for their access purposes.
6. Sharing Maintenance Costs. The cost and expense of maintaining the improvements on the Easement in good operating condition, including the cost of any repair to the Improvements and the cost of operating any gate at Mountain Road agreed to by the owners shall be shared by the owners (“Owners”) of Lots 1, 2, and 3 upon the following terms.
 - a. Such cost shall be allocated to the respective Owners according to the number of dwelling units located on each Owner’s parcel of land accessing by the Easement. Each Owner shall pay in the proportion that the number of dwelling units on such Owner’s land accessing by the Easement bears to the total number of such dwelling units on Lot 1, Lot 2, and Lot 3.
 - b. The cost of any substantial repair required as a result of damage caused by a particular user’s unusual use or abuse of the road shall be paid for by the owner of the parcel most related to such user.
7. Maintenance Decisions. The Owners agree that decisions about maintenance shall be determined by the Administrator. Grantor will initially act as Administrator, until the first lot is sold, at which point the new owner of the first lot to be sold will become the Administrator. At any time, the Administrator may assign its rights and obligations hereunder to another Lot Owner by written agreement recorded in the records of El Paso County, Colorado, and referring to this Agreement.
8. Maintenance Process. The Administrator shall arrange for sufficient maintenance to meet the standard above and to enable the Owners and emergency vehicles to use the Easement for its intended purposes as set forth herein. Such maintenance shall include snow removal, grading, re-gravelling, cleaning culverts, weed treatment, tree and debris removal, and any other maintenance generally desired by Owners. The

Administrator shall either (i) pay for such maintenance directly and be reimbursed by each Owner according to each Owner's proportionate share; (ii) arrange to have each Owner directly pay the proportionate cost of such maintenance; (iii) require periodic payments into a fund to be used for such maintenance; or (iv) use some combination of the foregoing. To the extent the Administrator pays for any Owner's share, the Administrator shall have a lien on each such Owner's respective Lot until such Owner's share is paid in full with interest accruing on any unpaid amount at the rate of 10% per annum simple interest and the Administrator shall be entitled to recover the costs of enforcing such lien and collecting such amount, including reasonable legal fees, expert witness fees and costs. The Administrator may refuse to order such maintenance until there is, in the Administrator's opinion, sufficient commitment or actual payment to reimburse the Administrator and pay for such maintenance. Unless otherwise agreed by Owners of the Lots with 60% of the dwelling units, the Administrator shall serve without compensation.

9. Property Uses.

The real estate accessing through the Easement shall be used exclusively for private residential purposes. No dwelling erected or maintained accessing through the Easement shall be used or occupied for any purpose other than for a single-family dwelling and such accessory uses as are permitted under El Paso County land use regulations without special permit or variance. The construction of separate guest quarters may be allowed on a case-by-case basis if approved by the appropriate zoning authority, subject to any conditions in such approvals.

10. Binding Agreement. The agreement for granting the Easement and for the maintenance of the driveway on the Easement shall be binding upon the relevant Owners, and their respective successors, assigns, and personal representatives upon recording in the real estate records of El Paso County in connection with the recording of the Final Plat of the subdivision.

11. Amendment/Termination. Except as stated below, this Agreement may not be revoked without the written consent of the Owners.

Grantor:

Kristian Guntzelman

Christa Guntzelman

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

This instrument was acknowledged before me on _____, by Kristian and Christa Guntzelman.

[Seal] _____
_____, Notary Public
My commission expires: _____

Owner of Lot _____:

Owner

Owner

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

This instrument was acknowledged before me on _____, by _____.

[Seal] _____
_____, Notary Public
My commission expires: _____